

SCOPE OF SERVICES

earlier treatment status.

Monthly maintenance therapy sessions may continue up to four years, provided polygraph examinations are conducted no less frequently than once yearly. Clinical discharge may be awarded to the offender at any time during aftercare or maintenance status, but no later than the end of the fifth year of therapy in the community.

For any offender who fails to make progress toward clinical discharge during aftercare or maintenance status, the Provider shall consider termination to return the offender to secure housing within the correctional system.

Output and performance/outcome measurements:

The Provider shall submit the following data to the Department's SOTP Administrator on a monthly basis:

1. Total number of offenders screened for treatment.
2. Number of offenders admitted into treatment.
3. Number of offenders terminated from treatment due to non-compliance.
4. Number of offenders who successfully completed treatment after meeting their treatment goals.
5. Net number of offenders remaining in treatment at the month's end.

Reporting requirements:

The Provider will submit progress reports on each inmate's treatment progress to the Department's SOTP Administrator. Reports shall be compiled quarterly for inmates at medium and minimum security facilities, and monthly if weekly group therapy meetings for inmates occur at the community correctional centers or on parole.

At medium and minimum security facilities, the Provider shall submit reports at the completion of any module. The content of the progress reports: a) shall conform to the format approved by the Hawaii Paroling Authority and the Department's SOTP Administrator; b) shall be consistent with the treatment curriculum by reflecting the content of each treatment phase; and c) shall evaluate the progress of each inmate. If substantial treatment curriculum revisions occur, the Provider may modify the format for reports, upon consultation with the Department's SOTP Administrator and the Hawaii Paroling Authority.

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Progress reports shall include:

1. The first and last name(s) of the offender, correctly spelled.
2. The date of the report.
3. The time period the report covers.
4. The name of the agency providing services.
5. The first and last name(s) of the therapist(s) providing the service during the time period covered by the report.
6. The location where the service was delivered.
7. The offender's program status at the end of the time period covered.
8. The number of attended sessions versus the total number of sessions offered during the time period covered by the report.

Each progress report for each inmate shall be stamped CONFIDENTIAL in the upper right corner of the first page. Reports submitted by the Provider shall focus on the content of the individual's progress in treatment modules. Reports that focus primarily on an inmate's attendance and interaction skills will be rejected by the Department's SOTP Administrator as insufficient to convey whether the offender has grasped the concepts of the Relapse Prevention treatment curriculum. The submission of inadequate progress reports will be grounds for contract termination.

As ruled by the Office of Information Practices, the Department may withhold from inspection by the inmate or his attorney all confidential progress reports, assessment reports, and treatment recommendations provided by the Provider, unless instructed otherwise by the Department of the Attorney General. Hawaii Revised Statutes Chapter 92 Section F-22(1)(B) prohibits the release of confidential records submitted to criminal justice agencies.

Whenever the Provider is requested by the offender, his family, or his attorney to provide assessment reports or treatment progress reports to the inmate, his family, his attorney, or another service provider, the Provider shall inform the requesting party that such reports are the property of the Department and that all requests should be directed to the Department's SOTP Administrator. The Provider shall notify the Department's SOTP Administrator that such a request was made. The Provider shall not release any reports directly to the offender or to any party representing the offender.

Whenever the Provider is requested by agent from another criminal justice or law enforcement agency (e.g., Adult Probation, Child Protective Services) to provide assessment reports or treatment progress reports to the agency, the Provider shall not release such reports directly to the requesting agency, but shall inform the agency to direct their request to the Department's SOTP

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Administrator.

Whenever the Provider is contacted by agents from another criminal justice or law enforcement agency (other than the Hawaii Paroling Authority) and asked to supply unofficial verbal comments about any offender under the Provider's care, the Provider shall refer the inquiry to the Department's SOTP Administrator.

The Provider shall be candid in notifying the Department's SOTP Administrator in writing about: a) additional treatment recommendations needed by each offender, or b) concerns paramount to the preservation of community safety.

Civil Tort Action:

The Provider and the Department shall notify each other when either party is informed of civil tort action initiated by an inmate against the Provider's therapists. In accordance with the American Psychological Association ethical guidelines, the Provider's therapists shall cease all contact and treatment intervention with the litigious inmate. The Department's SOTP Administrator shall attempt to provide the litigious inmate with an alternative SOTP therapist, most likely at a different correctional facility.

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Attachment 2

TIME OF PERFORMANCE

The Provider shall furnish the services herein for the twelve (12) month period commencing on July 1, 2007 or the date indicated on the Notice to Proceed. The contract may be extended for one (1) additional twelve-month period or fraction thereof, upon mutual agreement in writing, and subject to the availability of funds.

COMPENSATION AND PAYMENT SCHEDULE

Payment to the Provider shall be made on a reimbursement basis for direct services using the schedule below. The Provider shall not be compensated for any time spent in consultation with Department staff regarding curriculum development, staff meetings, and case conferences.

As compensation for the services provided, the State agrees to pay the Provider the total sum not to exceed \$780,580.00 of which \$390,290.00 is available for Fiscal Year 2008, and if funds are available, \$390,290.00 for Fiscal Year 2009.

Invoicing:

The Provider shall submit to the Department's SOTP Administrator a monthly invoice (one original and three copies, with the original clearly distinguishable from the copies) for payment of delivered services no later than thirty (30) days after the last treatment intervention for the month.

The monthly invoice shall include the contract number and bid proposal number (PSD 07-CPS/SO-33), the Provider's agency name, and a signature of the agency officer authorized to submit billing.

The monthly invoice shall include a listing of the cost and date of each session, whether completed or interrupted, and whether for file review, screening sessions, group therapy, or individual treatment sessions.

The monthly invoice shall include the cost and date of subcontracted services (e.g., psychometric testing, polygraph), which may be paid according to the full cost of the service if approved beforehand by the Department's SOTP Administrator. One copy of the Sub-Provider's invoice to the Provider shall be attached to the Provider's original invoice to verify delivery and payment rate for subcontracted services. The Provider shall not be paid for subcontracted services above the amount of the Sub-Provider's invoice to the Provider.

The monthly invoice shall be mailed to the following address:

Barry J. Coyne, Sex Offender Treatment Program Administrator
Department of Public Safety
Corrections Program Services Division
919 Ala Moana Blvd., Suite 405
Honolulu, Hawaii 96814

COMPENSATION AND PAYMENT SCHEDULE

Each monthly invoice shall include as attachments:

- a. On one separate sheet, the month's attendance for each inmate by session date; whether the inmate was tardy by more than twenty (20) minutes; and if absent, whether the absence was excused or unexcused, and the reason for the absence, if known; and whether the offender was self-paying for any session during that month.
- b. On a separate sheet for each therapy session, one original roster of inmates who attended each session, with each inmate's printed name and signature.
- c. For subcontracted services, the date, time, and location of the service. The Provider shall attach a copy of the subcontracted examiner's results or report, unless prior arrangements stipulated that the Sub-Provider shall forward reports directly to the Department's SOTP Administrator.

Payment Schedule:

For each type of service delivery, the Provider shall be paid at an hourly rate according to the following schedule:

Group Therapy: \$18.00 per inmate per hour per therapy session at the Halawa Correctional Facility and the Oahu Community Correctional Center; and \$25.00 per inmate per hour per therapy session at the Kulani Correctional Facility, the Hawaii Community Correctional Center and the Maui Community Correctional Center. To allow for flexible extended or abbreviated sessions, sessions may be calculated by half-hour segments

Individual Therapy / Family or Spousal Therapy: \$100.00 per 60-minute session at all facilities. To allow for flexible extended or abbreviated sessions, sessions may be calculated by quarter-hour segments.

Screening Interviews: \$100.00 per 60-minute session for screening inmates for admission into the program at all facilities. To allow for flexible extended or abbreviated sessions, sessions may be calculated by quarter-hour segments.

File Review: \$75.00 per 60-minute hour for each hour of record review.

The Provider shall not be compensated for any actively enrolled inmate participating in treatment who fails to physically attend his scheduled session, whether group therapy, screening interview, or individual treatment session. Any absence by an inmate, whether excused or unexcused, will not be compensated.

COMPENSATION AND PAYMENT SCHEDULE

The Provider shall not be compensated for any time spent in consultation with any agent representing the Department.

The Provider shall monitor the delivery of services so that the billing for individual sessions shall not exceed 25% of the billing for group therapy sessions.

The Provider shall be compensated in full for each service provided in full in accordance with the terms and conditions of the contract. In the event that a session does not proceed as scheduled, the following provisions shall apply:

1. No compensation shall be allowed for:

- a.) Any session canceled or postponed provided that the Provider is notified at least one (1) hour prior to the scheduled session.
- b.) Any expense or inconvenience associated with any session mis-scheduled on a holiday.

2. Compensation in the amount of fifty (50) percent shall be allowed for:

- a.) Any session canceled or postponed provided that the Provider is not notified at least one (1) hour prior to the scheduled session.
- b.) Any session interrupted while in progress and then canceled prior to its completion.

Failure to Perform:

Uninterrupted delivery of treatment is important because delay will interfere with the State's business of preparing inmates for release from prison. In addition, the State will be damaged by the increased cost to house inmates beyond their scheduled parole release dates. Furthermore, delays to the delivery of treatment may detrimentally impact the financing, planning, or completion of other State projects because of the need to devote State resources to house and treat inmates after their original release dates. The monetary amount of such interference with State business and damages is difficult, if not impossible, to accurately determine and precisely prove.

The Provider shall not unilaterally stop work to force the resolution of a dispute with the Department. Except as provided in Paragraph 4.4 of the General Conditions (Exhibit D) for termination by the Provider, if the Provider fails to perform the work specified in this contract through stopping work to force the resolution of a dispute with the Department, the Provider shall pay liquidated damages to the Department based upon the cost to house each affected inmate beyond his otherwise scheduled parole release date. For Fiscal Year 2008 and Fiscal Year 2009, liquidated damages will be \$58.43 and \$59.89, respectively, per day per affected inmate for each day that the Provider fails to perform scheduled treatment services. This amount is calculated on the cost per day to the Department to house an inmate on the Mainland who might otherwise be

COMPENSATION AND PAYMENT SCHEDULE

housed in Hawaii if inmates participating in SOTP were allowed to finish their programming on time.

Rights and Remedies for Default:

If the Provider fails, refuses, or neglects to perform the work specified in this contract, or any separable part therefore, the Department may declare the Provider in breach and terminate the Provider's right to proceed with the work or the part of the work to which there has been a delay. In such event, the Department may take over the delivery of services and perform the same to completion through contract with another service provider. Whether or not the Provider's right to proceed with the delivery of treatment services is terminated, the Provider shall be liable for any damage to the Department resulting from the Provider's refusal or failure to perform the work within the time specified in the contract.

The State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Provider, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Provider is insufficient for said purpose, the Provider shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

Availability of Funds:

Funding for this contract is subject to the availability of funds beyond June 30, 2008. The contract is funded beginning in Fiscal Year 2008. However, funding shall be reviewed by the Department on a quarterly basis, or more frequently if needed, during the contract period. Funding review may result in reallocation of funding to other service providers based upon the Department's perceived needs and/or budgetary constraints, whether imposed upon the Department alone or imposed during any statewide fiscal shortfalls by the State Executive.

Tax Clearance:

A tax clearance certificate, not over two (2) months old, with an original green copy stamp, must accompany the invoice for final payment on the contract.

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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 32K, Hawaii Revised Statutes, or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not

limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this

Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's

work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the PROVIDER under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or

agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

- 3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.
- 3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modifications of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the

payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

- 6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

CONTRACT NO. _____

Please read memo.

SPECIAL CONDITIONS

None

STATEMENT OF ATTESTATION FOR INTERNET POSTING

I, Marc S. Yamamoto, Procurement and Supply Specialist IV
(Name) (Title)

of the Department of Public Safety, do attest that in
(Agency)

(Check appropriate statement)



Chapter 103D, HRS

compliance with Section 3-122-16, Hawaii Administrative Rules, the attached procurement notice was posted to the State & County Procurement Notice System (PNS) Website, [<http://www4.hawaii.gov/bidapps/>]



Chapter 103F, HRS

compliance with Procurement Circular No. 2003-04, dated May 9, 2003, the attached procurement notice was posted to the State & County Procurement Notice System (PNS) Website, [<http://www4.hawaii.gov/bidapps/>]

on May 24, 2007.
(Date(s))

Marc S. Yamamoto
(Signature)

5/24/07
(Date)

Attached: Procurement notice

May 24, 2007

REQUEST FOR PROPOSALS**TREATMENT OF SEX OFFENDERS**

RFP No. PSD 07-CPS/SO-33

The Department of Public Safety (PSD), Corrections Program Services (CPS) Division, Sex Offender Treatment Program (SOTP) is requesting proposals from qualified applicants to provide relapse prevention treatment to sex offenders incarcerated and paroled under the Department's jurisdiction on the islands of Hawaii, Oahu, Maui and Kauai. The initial contract term will be from July 1, 2007 through June 30, 2008. Multiple contracts may be awarded under this request for proposals.

Proposals shall be mailed and postmarked by the United State Postal Service on or before June 12, 2007, or hand delivered no later than 4:30 p.m., Hawaii Standard Time (HST), on June 12, 2007, at the drop-off sites designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Corrections Program Services Division will conduct an orientation on Friday, June 1, 2007 from 10:00 a.m. to 11:00 a.m., HST, at 919 Ala Moana Boulevard, Room 404, Honolulu, Hawaii 96814. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:30 p.m. HST on June 4, 2007. All written questions will receive a written response from the State on or about June 6, 2007.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Marc Yamamoto at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, telephone: (808) 587-1215, fax: (808) 587-1244, e-mail: marc.s.yamamoto@hawaii.gov.

STATE OF HAWAII — DEPARTMENT OF TAXATION
TAX CLEARANCE APPLICATION
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION:

(PLEASE PRINT CLEARLY)

Applicant's Name Community Assistance Center
Address 200 N. Vineyard Blvd #330
City/State/Zip Code Hon. HI 96817
DBA/Trade Name formerly John Howard Assoc. of HI

2. TAX IDENTIFICATION NUMBER(S): (Complete applicable ID numbers)

HAWAII TAX ID # W

FEDERAL EMPLOYER ID # _____

(FEIN) _____

SOCIAL SECURITY #(SSN) _____

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- ☐ CORPORATION ☐ S CORPORATION ☒ TAX EXEMPT ORGANIZATION
☐ INDIVIDUAL ☐ PARTNERSHIP ☐ ESTATE ☐ TRUST
☐ LIMITED LIABILITY COMPANY ☐ LIMITED LIABILITY PARTNERSHIP
☐ Single Member LLC disregarded as separate from owner; enter owner's FEIN/SSN _____
☐ Subsidiary Corporation; enter parent corporation's name and FEIN _____

4. THE TAX CLEARANCE IS REQUIRED FOR:

- ☒ CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * ☐ LIQUOR LICENSE *
☐ REAL ESTATE LICENSE ☐ CONTRACTOR LICENSE ☐ BULK SALES**
☐ FINANCIAL CLOSING ☐ PROGRESS PAYMENT ☐ PERSONAL
☐ HAWAII STATE RESIDENCY ☐ FEDERAL CONTRACT ☐ LOAN
☐ SUBCONTRACT ☐ OTHER _____

* IRS APPROVAL STAMP IS ONLY REQUIRED FOR PURPOSES INDICATED BY AN ASTERISK.

** ATTACH FORM G-8A, REPORT OF BULK SALE OR TRANSFER

5. NO. OF CERTIFIED COPIES REQUESTED:

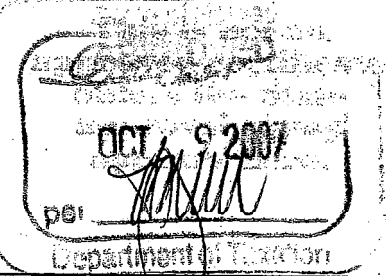
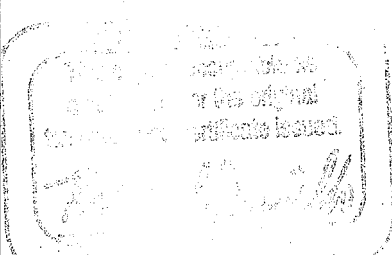
4

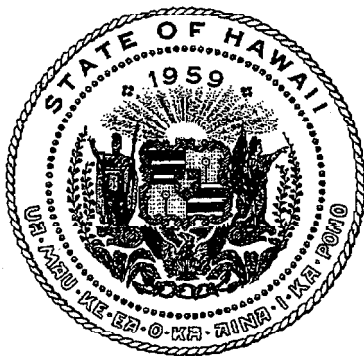
6. SIGNATURE:

Mira Hall
PRINT NAME
Wim C. Hume
SIGNATURE

Controller
PRINT TITLE: Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, Executor
10/9/07 (808) 537 2917 (808) 524-3450
DATE TELEPHONE FAX

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner or Member, Individual (Sole Proprietor), Trustee, or Executor, a power of attorney (State of Hawaii, Department of Taxation, Form N-848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.
PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.
SEE PAGE 2 ON REVERSE & SEPARATE INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>08/01/08</u>
HAWAII RETURNS FILED IF APPLICABLE 20____ 20____ 20____
STATE APPROVAL STAMP 
IRS APPROVAL STAMP INTERNAL REVENUE SERVICE APPROVED Honolulu 99-00171 OCT - 9 2007 per <u>Gundlach</u> W & I Honolulu
CERTIFIED COPY STAMP 



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

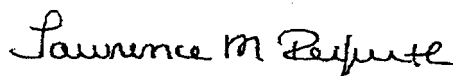
I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

COMMUNITY ASSISTANCE CENTER

was incorporated under the laws of Hawaii on 06/15/1978 ;
that it is an existing nonprofit corporation; and that,
as far as the records of this Department reveal, has complied
with all of the provisions of the Hawaii Nonprofit Corporation
Act, regulating domestic nonprofit corporation.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the
Department of Commerce and Consumer
Affairs, at Honolulu, Hawaii.

Dated: October 11, 2007



Director of Commerce and Consumer Affairs



ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
3/6/2007

PRODUCER (808) 538-4599
Bank of Hawaii Insurance Services, Inc.
 130 Merchant Street, Ste #1910
 Honolulu, HI 96813

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Community Assistance Center**
 200 North Vineyard Blvd #330
 Honolulu, HI 96817

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Western Heritage Insurance Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		3/5/2007	3/5/2008	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	*This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.* TRIAD INSURANCE AGENCY, INC. (Surplus Line Broker License #107876) P. O. Box 135031, Honolulu, Hawaii 96801-5031			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Sex Offender Treatment Program - Contract #420S01

The Certificate Holder is named as additional insured with respect to operations of the named insured, but only as their interest may appear. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

CERTIFICATE HOLDER

State of Hawaii
Dept. of Public Safety Corrections Div.
 919 Ala Moana Blvd., #405
 Honolulu, HI 96814-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY ~~XXXXXX~~

~~XX~~
~~XXXXXXXXXX~~

AUTHORIZED REPRESENTATIVE

Jeffrey A. Brannan
 President